



DEFENSE LOGISTICS AGENCY
DEFENSE ENERGY SUPPORT CENTER (DESC)
Ground Fuels Division II, DESC-PLC

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FACSIMILE: (703) 767-8506 or DSN 427-8506

<http://www.desc.dla.mil>

PLEASE CHECK OUT THE DESC HOME PAGE ON THE WORLD WIDE

SP0600-01-R-0021
SOLICITATION OF OFFERS
FOR SALE OF
HEATING FUEL (DF2) AT HILL AFB, UT
AND
FUEL OIL, RECLAIMED (FOR) AT
Fleet and Industrial Supply Centers (FISC)
NORFOLK, VA
AND
FUEL OIL BURNER NO. 6 AT
DLA DEFENSE SUPPLY CENTER
PHILADELPHIA, PA

Offers Closing Date: **07 DECEMBER 2000**

BUYER:	PATRICIA BURKE
PHONE:	(703) 767-9503
CONTRACTING OFFICER:	KATHRYN R. RISO
PHONE:	(703) 767-9511

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SECTION A – SOLICITATION

A.1 Introduction/Description

a. The Defense Logistics Agency (DLA), Defense Energy Support Center (DESC), is soliciting written offers for the Sale of DF-2 Fuel, Fuel Oil Burner #6 and Fuel Oil Reclaimed (FOR), final price will be determined via an on-line Featured Auction scheduled to take place on 12 December 2000, as follows:

<u>Item Number</u>	<u>Location</u>	<u>Product</u>	<u>Estimated Quantity / USG</u>
0001	FISC Norfolk, VA	FOR	300,000
0002	Hill AFB, UT	Diesel Fuel (DF2)	495,000
0003	Philadelphia, PA	Fuel Oil Burner, No. 6	266,487

b. The deadline for the receipt of offers is **3:00 p.m.**, local time Fort Belvoir, Virginia, USA, on **07 December 2000**. Offers should be based on the terms and conditions set forth in this solicitation.

SECTION B – PRICE

B.1 Preparation and Submission of Offers

a. The minimum offer for each line item shall be for the removal of all **product**. An offer for less than the minimum quantity shall be considered non-responsive. Offerors should telephone the Contracting Officer at (703) 767-9511 or Buyer at (703) 767-9503, prior to the submission of an offer to clarify issues or resolve concerns regarding this sales initiative.

b. All offers are to be fully executed and must be submitted with an original signature appearing on the form provided in **EXHIBIT A – Solicitation/Contract for Sale of Product**. For each line item offered, the Offeror shall:

- (1) enter the mode of pick-up to be used;
- (2) enter the unit price; and
- (3) the total price in the "Total Offered Price" column. Offeror must submit the price for removal of all of the product.

c. Each Offeror shall complete and furnish **SECTION I - Certifications** along with its offer.

d. Offerors shall submit initial offers by facsimile offers under this solicitation. These responses must arrive at the place, and by the time, specified in this solicitation (see **SECTION B.2 – Facsimile Offers, Modifications, and Withdrawals**). Offerors should use the facsimile number: **(703) 767-8506**.

e. Offers are to be entered in the space(s) provided in **EXHIBIT A – Solicitation/Contract for Sale of Product**. By the submission of an offer, the Offeror agrees to be bound by the terms and conditions of this solicitation.

f. This solicitation is also subject to on-line auctioning to obtain the highest offer prices for the product for Sale. See **Section B.3 On-Line Auction for auctioning instructions**.

g. In compliance with the solicitation, the Offeror agrees, if this offer is accepted within eight (8) calendar days from the date specified in the solicitation for receipt of offers, to purchase all **product** on which offers are made at the price offered and to take delivery of the **product** within the removal period specified in **SECTION E - Removal of Product**.

B.2 Facsimile Offers, Modifications, and Withdrawals

Offers, modifications, and withdrawals submitted by facsimile will be accepted any time prior to the exact time set for the receipt of offers. Offerors should use the facsimile number: **(703) 767-8506**.

(1) Definition. "Facsimile offer/modification", as used in the solicitation, means an offer, a modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(2) Facsimile offers/modifications, and withdrawals that reject any of the terms and conditions, and provisions of this solicitation, are otherwise incomplete, or contain garbled information, may be excluded from consideration.

(3) Facsimile offers/modifications must contain the required signatures.

(4) If requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed offer/modification.

(5) If the Offeror chooses to transmit a facsimile offer/modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer/modification including, but not limited to, the following:

- (a) Receipt of garbled or incomplete offer/modification.

- (b) Availability or condition of the receiving facsimile equipment.
- (c) Incompatibility between the sending and receiving equipment.
- (d) Delay in transmission or receipt of the offer/modification.
- (e) Failure of the Offeror to properly identify the offer/modification.
- (f) Illegibility of offer/modification.
- (g) Security of the data contained in the offer/modification.

B.3 On Line Featured Auction

- a. The Contracting Officer intends to conduct a competitive, anonymous, on-line Featured Auction (Featured Auction) as described below and in Attachment E to solicit firm fixed prices for the sale of product designated under Line Items 0001, 0002 and 0003 of this solicitation. The primary pricing competition will be through the Featured Auction instead of receipt of facsimile, mail, courier or hand-carried final proposal revisions.
- b. Under a contract with DESC, FreeMarkets, Inc. ("FreeMarkets") will conduct the auction for DESC's sale of product under this Solicitation. FreeMarkets refers to these auctions as an On Line Featured Auction. This Solicitation also refers to the auction as a Featured Auction.
- c. During the Featured Auction, offerors may submit pricing proposals by submitting electronic offers. While prices will be revealed during the Featured Auction, offerors' identities will remain anonymous to each other during the Featured Auction, but be transparent to DESC and FreeMarkets. Submission of a proposal in response to the solicitation will be considered consent by the offeror to participate in the Featured Auction and to reveal their prices in anonymity during the Featured Auction.
- d. The Featured Auction shall constitute discussions with the offerors as to price only. The final revision during the Featured Auction will be considered the offeror's Final Proposal Revision (FPR). The Contracting Officer reserves the right to conduct verbal or written discussions with respect to other than price with the offerors at anytime prior to award.
- e. The Contracting Officer reserves the right to suspend or cancel the FEATURED AUCTION and/or the Solicitation in whole or in part at any time. If the Contracting Officer cancels the Featured Auction, Final Proposal Revisions will be requested by an amendment to the Solicitation; if a Line Item or the entire Solicitation is cancelled, Offerors will be noticed by Amendment.
- f. Offerors will submit revised pricing only through the on-line mechanism supplied by FreeMarkets. Offerors will not submit revised pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer.
- g. The Featured Auction period shall be established by the Contracting Officer with written notice to the offerors. Electronic offers shall be submitted by offerors during the Featured Auction period. If an offer is submitted within the last three minutes of the time period, the time period shall be extended for an additional three minutes beyond the time of that offer (provided the offer was the highest offer received). The time period shall be extended for additional three-minute periods if a higher offer is submitted within the last three minutes. The end of the last three minutes during which revised offers are permitted shall be considered the close of discussions.

EVALUATION CRITERIA AND BASIS FOR AWARD

- h. The on-line auctioning of price will be based on the aggregate dollar value of each line item. **Example: For evaluation purposes, an aggregate on line offer against the Hill AFB Item of \$346,500 for the 495,000 gallons would average \$.7000 per USG.** However, final payment to the U.S. Government will be based on the actual quantity lifted multiplied by the per gallon unit price established by using the above formula and as set out in the final contract award document.
- i. At the conclusion of the Featured Auction, the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the Solicitation will be most advantageous to the Government, cost or price and other factors specified elsewhere in this Solicitation, considered. The Contracting Officer intends to select the highest bidder, however, the Contracting Officer reserves the right to award to other than the highest priced offeror or to make no award under this Solicitation. The apparent successful offeror will be contacted by facsimile, e-mail or voice and requested to confirm their auction price by signed facsimile message prior to award. This communication is a limited exchange solely for the purpose of confirming the offeror's auction price and does not constitute discussions or present the opportunity to revise the offeror's proposal.
- j. Exhibit E, includes Information for Submitting Pricing for Competitive Bidding Event and is hereby incorporated into the Solicitation.
- k. The Government reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the Offeror, to accept any one item or group of items in an offer, as may be in the best interest of the Government.

l. If the offeror elects not to participate in the on-line Featured Auction, the initial offer price will be used for evaluation and potential contract award, if the initial price is the highest proposal received.

m. An Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (failure to pay or remove [product](#) in a timely fashion).

B.4 Contract Award

A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer or close of the auction do not constitute a rejection or counteroffer by the Government.

SECTION C – INSPECTION

C.1 Inspection

a. FOR fuel supplied by the Government shall meet or exceed specifications contained in MIL-F-24951B (SA). FOR Specifications are included at **EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95**. DF-2 supplied by the Government shall meet or exceed the salient characteristics of ASTM D 975. Burner Oil Fuel #6 supplied by the Government shall meet or exceed the salient characteristics of ASTM D 396. Test results of Burner Oil, No. 6 are included at **EXHIBIT F**.

b. Notwithstanding Paragraph a. above, the [product](#) is sold on an “AS-IS” basis. Therefore, Offeror is ***invited and urged*** to inspect the [product](#) to be sold prior to submitting an offer.

c. The prospective Offeror, or its designee, may at its own cost and expense, take samples not to exceed five (5) gallons. The Government does not warrant any samples of this [product](#) to be representative of the entire quantity being offered under this solicitation.

d. [Inspection of the product can be arranged by calling the individuals identified in paragraph e. who will act as escorts, when required at the facility.](#)

e. Any requests should include the name and title of each individual wishing to examine the [product](#). The Government reserves the right to limit the number of individuals seeking access to the [Hill AFB, UT, Norfolk, VA and DSCP, Philadelphia PA](#). Prospective Offerors should telephone the facility to be apprised of the time when product will be available for inspection at the facility. Requests for an appointment to inspect the product must be made to:

[HILL AFB, UT](#) [Line Item 0002]
TSgt Walter Schwensen
75 LG/LGSF
7536 Wardleigh Road Bldg 914
Hill AFB, UT 84056-5733

[FISC NORFOLK, VA](#) [Line Item 0001]
Larry Torrey
FISC QUALITY ASSURANCE BRANCH
4501 Cedar Lane, Bldg 288
Poartsmouth, VA 23703

Facsimile Number: (801) 777-8793
Telephone Number (801) 777-7993

Facsimile Number: (757) 322-9017
Telephone Number: (757) 322-9023
E-Mail: Larry_D_Torrey@nof.fisc.navy.mil

[DSCP PHILADELPHIA, PA](#) [Line Item 0003]
Mr. John Bravo
DLA Defense Supply Center, Philadelphia
20th & Johnson
Philadelphia, PA

Facsimile Number:
Telephone Number: (215) 897-5415
E-mail: paa8000@dscp.dla.mil

REQUESTS SHOULD BE MADE AS SOON AS POSSIBLE

f. Prospective Offerors, their agents, and employees shall at all times comply with applicable rules and regulations in existence at **FISC Norfolk, VA, Hill AFB, UT and DSCP Philadelphia, PA.**

C.2 Condition of Product

a. All product listed herein is offered for sale "**AS-IS**". "AS-IS" means the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the **product**, or its fitness for any use or purpose. The **product** will be sold in United States Gallons (USG). The description of the **product** is based on the best information available to the Government.

SECTION D – PAYMENT

D.1 Payment

a. The Offeror agrees to pay for **product** awarded at the price or prices quoted in this offer. Payments shall be made in US dollars and shall be paid to for:

(1) **FISC Norfolk -- Check(s) should be drawn to U.S. Treasury and credited to 97X4930 NC1A 00189 3C 000038 NORRECLAIM1B** Line of Accounting: **97X4930 BC1A 000 38007 000367 7 NORRECLAIM1B.**

(2) **Hill AFB, UT – Check(s) should be drawn to U.S. Treasury and credited to: 97X4930 FC01 61 660700.**

(3) **DSCP Philadelphia, PA – Check(s) should be drawn to U.S. Treasury and credited to: 97X4930 5CP1.001 93524 23.3 S33181.**

b. Payment of amounts due under the contract shall be made by company check, certified check, cashier's check, or bank check made payable to "U.S. TREASURY". All checks must be drawn on a US domestic bank. Foreign checks will not be accepted. **A service charge of \$50.00 will be applied to all returned checks.**

c. Payments shall be accompanied by identifying information including the contract number and a copy of the DD 250 / DD 250-1 (Inspection and Receiving Report), verifying quantity actually lifted.

D.2 Payment Due Date

The Purchaser shall pay for the **product** within **ten (10) calendar days** after the Government transfers title to the Purchaser.

D.3 Title

Title to the **product**, and risk of loss thereof, shall pass from the Government to the Purchaser at the point the **product** passes into the Purchaser's **Barge, Truck** or other conveyance at the pick-up location designated in **EXHIBIT A – Solicitation/Contract for Sale of Product.**

D.4 Payment Address

**Air Force Working Capital Fund
DEFENSE FINANCE & ACCOUNTING SERVICE SAN ANTONIO, TX
SA/ARB
500 McCullough Ave
SAN ANTONIO, TX 78215-2100**

[HILL AFB]

**ATTN: AAMB/Tony Briley
DFAS – OPLOC Norfolk
9712 Virginia Avenue
Norfolk, VA 23511-3297**

[NORFOLK]

**Defense Finance & Accounting Service Columbus, OH
ATTN: DFAS-ADPSD/CA-F
P.O. Box 182204
Columbus, OH 43218-2204**

[PHILADELPHIA]

D.5 Interest

a. Notwithstanding any other clause of this contract, all amounts that become payable by the Offeror to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. Simple interest shall be paid at the rate, fixed by the Secretary of the Treasury as provided in 41 USC. Section 611, which is applicable to the period in which the amount becomes due and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until the amount due is paid in full.

b. Amounts shall be due at the earliest of the following dates:

(1) **Ten (10) calendar days** after the Government transfers title to the Purchaser.

(2) The date specified under **SECTION E - Removal of Product**, Paragraph b. if the Purchaser fails to remove the **product** within the contract removal period.

(3) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(4) The date the Government transmits to the Offeror a proposed settlement agreement to confirm completed negotiations establishing the amount of debt.

D.6 Letter of Credit

a. Within two (2) business days of receipt of award the Purchaser must provide the Contracting Officer an "Irrevocable Standby Letter of Credit" for (1) **Hill AFB, UT** established in favor of the **Defense Finance and Accounting Service – San Antonio**, and equal to **75%** of the contract award ("contract award" being the estimated quantity **495,000** multiplied by the award price) and for (2) **FISC Norfolk** in favor of **DFAS OPLOC Code AAMB, ATTN: Tony Briley**, and equal to **75%** of the contract award ("contract award" being the estimated quantity of **300,000** USG multiplied by the award price) and for (3) **DSCP Philadelphia**, in favor of **DFAS Columbus ATTN: DFAS-ADPSD/CA-F**, and equal to **75%** of the contract award ("contract award: being the estimated quantity of **266,487** USG multiplied by the award price) and each letter containing the provisions set out in **EXHIBIT D – Sample – Irrevocable Standby Letter of Credit**. The Letter of Credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. The original of the Letter of Credit must be sent to the Contracting Officer at the address specified on the cover page of this solicitation. Failure to provide the Letter of Credit may constitute grounds for termination of the contract(s) for cause.

b. The Letter of Credit must be an "Irrevocable Standby Letter of Credit," and **MUST NOT VARY IN SUBSTANCE** from the sample in **EXHIBIT D**. If the Letter of Credit contains any provisions at variance with **EXHIBIT D**, or fails to include any provisions contained in **EXHIBIT D**, nonconforming provisions must be deleted and any missing provisions must be added or the Letter of Credit will not be accepted. The Letter of Credit must be effective on or before the date of first pick-up under the contract, and remain in effect for the entire contract period, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the Letter of Credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.

c. All wire deposit and Letter of Credit costs will be borne by the Purchaser.

d. Within 30 calendar days after the final payment under the contract, the Contracting Officer shall authorize the cancellation of the Letter of Credit and shall return it to the bank or financial institution issuing the Letter of Credit. A copy of the notice of cancellation will be provided to the Purchaser.

D.7 Cashier's Check (Optional)

In lieu of providing a Letter of Credit under **SECTION D.6** above, the Purchaser may agree to pay for **75%** of **product** by means of a certified or cashier's check issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia. Prior to removing **product**, the Purchaser must provide a certified or cashier's check for (1) **Hill AFB, UT** payable to "**Defense Finance and Accounting Service – San Antonio**" for an amount equal to **75%** of the quantity of **product** stated in the contract multiplied by the price in effect on the date of the **product** pick-up; and (2) **Norfolk** payable to "**DFAS – OPLOC**" for an amount equal to **75%** of the quantity of **product** stated in the contract multiplied by the price in effect on the date of the **product** pick up; and (3) **Philadelphia** payable to "**Defense Finance and Accounting Service – Columbus**" for an amount equal to **75%** of the quantity of **product** stated in the contract multiplied by the price in effect on the date of the **product** pick-up. The certified or cashier's check must be received by the individual designated in Block D7 above, at or before the time and the place of the **product** pick-up. Any balance due to the Government will be payable 10 days after **product** has been removed from the facility.

SECTION E – REMOVAL OF PRODUCT

- a. The removal period for the **product** at **Hill AFB, UT** shall be **completed not later than 12 January 2000**; the removal period for the product at Norfolk, VA and DSCP Philadelphia shall be **completed not later than 29 December 2000**.
- b. The **product** purchased hereunder shall be removed from the appropriate storage facility within the time specified in Paragraph **a.** above, and after notice of acceptance of Offeror's offer by the Government. If the Purchaser fails to remove the **product** on or before the last day of the contract removal period through no fault of the Government, an invoice for all **product** remaining in storage on the last day of the contract removal period will be issued by the Government to the Offeror.
- c. The **product** shall be removed **until it no longer meets the minimum requirements of the Military Specification for product** as indicated elsewhere in this solicitation.

SECTION F – SHIPPING

F.1 Outloading

a. The **product** is sold on an "AS-IS" basis. Delivery is f.o.b. carrier's conveyance. The Purchaser shall furnish the Government complete shipping and document distribution instructions and the necessary commercial bills of lading to accomplish shipment. These documents shall be furnished **within three (3)-business days after contract award**. Shipping instructions shall include, but not be limited to, the following:

- (1) Quantity of **product** to be released.
- (2) Designation of type and kind of conveyance.
- (3) Name of carrier and the name of an individual who will serve as a contact for the carrier (please include a phone number where this contact can be reached).
- (4) "Ship to" location.
- (5) Minimum load per conveyance (optional).
- (6) Desired shipping schedule.
- (7) Warning labels, as required by Federal, State, or local health, environmental, or transportation agencies.
- (8) Any additional pertinent information.

The shipping schedule furnished by the Purchaser shall be coordinated with **(1) Hill AFB, TSgt Walter Schwensen; (2) Norfolk Mr. Larry Torrey and (3) DSCP Philadelphia, Mr. John Bravo within three (3)-business days after contract award** due to existing loading facilities and other commitments at the Government's storage location. Information regarding Government commitments at the storage location involved may be obtained from the address specified in Paragraph **c.** below. When applicable, instructions furnished shall also include the name of Purchaser's duly authorized agent who, as such, may furnish the above shipping instructions.

b. The Purchaser, its agent and employees shall at all times comply with all applicable rules and regulations existing at the **HILL AFB, UT, Norfolk, VA, and DSCP Philadelphia** and comply with all appropriate Federal, State and Local load limitations and any safety, health, and environmental requirements.

c. The contractor is solely responsible for ensuring that the proper fittings and transport equipment is provided for off loading. The government will not be held responsible for delays caused by improper off loading equipment. Shipping instructions and information requested in Paragraph **a.** above are to be furnished to the following address:

MSGT MIKE MCMANUS
HILL AFB UT // 75 LG/LGSF
7536 Wardleigh Road // BLDG 914
Hill AFB, UT 84056-5733

Facsimile Number: (801) 777-8793
Telephone Number (801) 777-4016

E-Mail: mike.mcmanus@hill.af.mil

Mr. Larry Torrey
FISC NORFOLK CODE 700
4501 CEDAR LANE, BLDG. 288
PORTSMOUTH, VA 23703

Facsimile Number: (757) 322-9005
Telephone Number (757) 322-9023/9025
E-Mail: Larry_D_Torrey@nor.fisc.navy.mil

Mr. John Bravo
DSCP Philadelphia, PA
20th & Johnson
PHILADELPHIA, PA

Facsimile Number: (215)
Telephone Number (215) 897-5415
E-Mail: paa8000@dscp.dla.mil

d. Offloading and pick-up(s) at Hill AFB shall be completed **not later than 12 January 2001**. The DF-2 will be issued from Hill AFB Tanks 10808, 10860 and 10864. Offloading and pick-up(s) at FISC Norfolk and DSCP Philadelphia shall be completed **not later than 29 December 2000**. The FOR at Norfolk will be issued from FISC Norfolk Tank 17 by Barge and the Fuel Oil, Burner No. 6 will be issued from a central point near Tank #135. Specific requirements for attachments etc. are defined in Exhibit A. Offloading will be performed to the extent that loading facilities and other commitments will permit.

e. The Government reserves the right to schedule and coordinate the offloading of **product**.

f. The **product** is sold subject to quantity determination as described in **SECTION F.2 – Quantity Determination**.

g. DESC should be contacted in emergencies for assistance during the off load by calling the **Operations Center, Contingency Plans and Operations Division (DESC-DL) Telephone: (703) 767-8420**.

h. **The Government shall be afforded the opportunity to inspect the transport conveyance before and after offloading of the product. Furthermore, the Government shall be afforded an opportunity to retain a sample of the product dispensed into the transport conveyance. The Contractor should report any unforeseen problems to the DESC Operations Center, Contingency Plans and Operations Division immediately, see Subparagraph F.1.g above.**

F.2 Quantity Determination

The quantity of **product** purchased under this contract shall be determined as follows:

a. Hill AFB and/or FISC Norfolk Fuel Department meters or automatic tank gauges shall be used to determine the actual amounts of fuel issued depending on the mode of transport chosen by the Contractor.

b. **For issues to Tank Truck and Trailer/Tank Wagon:** The quantity delivered will be determined (at the Government's option) on the basis of :

- (1) Certified capacity tables of the conveyance loaded; or
- (2) Calibrated meter.

c. For issue(s) to a barge or tanker the quantity delivered will be measured using the automatic tank gauge on the issue tank.

d. The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

e. **Volume Correction:** All product volume will be corrected to 60 degrees Fahrenheit as detailed in Paragraph f. below.

f. **Measurement Standards:** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the American Petroleum Institute (API) Manual of the Petroleum Measurement Standards. Certified capacity tables shall mean capacity tables prepared by an independent inspector or an independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086).

(2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM 1298).

(3) API Manual of Petroleum Measurement Standards Chapter 3, Method of Gauging Petroleum Products (API 2545/ASTM D 1085).

(4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used. For motor gasoline use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B). If the original measurement is by weight, using calibrated scales, then Volume XI, Table 8, shall be used to convert pounds to US gallons at 60 degrees Fahrenheit.

(5) API Manual of Petroleum Measurement Standards Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

g. Units of Measure: Depending upon the unit shown in **EXHIBIT A – Solicitation/Contract for Sale of Product**, the unit of quantity, as used in this contract, shall be:

- (1) The barrel of 42 USG;
- (2) The USG of 231 cubic inches;
- (3) The long ton of 2,240 pounds;
- (4) The pound of 16 ounces.

Unless otherwise specified in the contract, the reference to gallons shall mean US gallons (USG).

F.3 Insurance Requirements

The Purchaser agrees to procure and maintain, and require any subcontractor to procure and maintain, during the term of this contract, or any extension thereof, adequate motor vehicle and general public liability and property damage insurance covering all duties and work to be performed under this contract, insuring against any third party claim for bodily injury or property damage, and Workman's Compensation and Employer's Liability Insurance and other legally required insurance for protection of employees. The motor vehicle and general public liability insurance shall provide limits of liability for bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence and property damage limits of not less than \$100,000 for each accident.

F.4 Assumption of Risk and Disclaimer of Liability

The Purchaser, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this **product**. The Government assumes no liability for any damages to the property of the Purchaser or any other person or property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees or any other person subject to Purchaser's control, or for any other consequential damages arising from or incident to Purchaser's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to include this clause in any transportation contract for removal of the **product**.

F.5 Safety and Fuel Spills

a. The Purchaser shall take all measures as required by law to prevent oil spills at the pick-up locations (including but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil the Purchaser shall be responsible for containment, cleanup, and disposal of the oil spilled. Should the Purchaser fail or refuse to take the appropriate containment, cleanup and disposal actions, the Government may do so itself. The Purchaser shall reimburse the Government for all expenses incurred including fines levied by Federal, State or local Governments. The Purchaser shall adhere to all US Navy safety regulations while on US Navy property.

b. At the discretion of the Ordering Officer, each FISCs Fuel Department and/or Port Operations can provide for fuel containment and assist in spill cleanup on base at the pick-up location(s) designated in EXHIBIT A – Solicitation/Contract for Sale of Product.

c. Any fuel spills, which occur off base during shipment for the product, shall be the sole responsibility of the Purchaser.

F.6 Environmental Protection and Precautions of Packing Materials

a. FOR is considered to be hazardous material. The Purchaser hereby agrees to comply with all applicable federal, state, or local laws, governing the storage, handling, transportation, disposal, and disposition of product. **Material Safety Data Sheets as required by OSHA Hazard Communication Standard-29 CFR 1910.1200 are incorporated herein. (See EXHIBIT C - Material Safety Data Sheets).** (See also 29 CFR 1910.1000, Table Z-3). It is the responsibility of the Purchaser to further communicate this information to the distributor, manufacturer, user, and/or transporter of this material as may be required by federal regulations.

b. The purchaser shall provide documentation to the Government of compliance with 40 CFR Part 279 for any FOR burned for energy recovery.

c. The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49, Code of Federal Regulations, Parts 170-189). The Purchaser, as shipper, will have the responsibility to certify to the DOT that such hazardous materials are properly classified, described, packaged, marked and labeled and are in a condition safe to transport based on the Offeror's own examination of the material.

d. The Government reserves the right to conduct reasonable inspection of the Offeror's and/or its agent's representatives, assignee's and/or vendor's transportation conveyances and/or equipment utilized to effect removal of property purchased under this offering. Such action may be accomplished prior to, during, and/or subsequent to removal of property from Government premises. The Offeror shall furnish Government employees, and/or authorized Government representatives, with access and any reasonable assistance required conducting such inspections.

e. The Offeror represents, warrants, and certifies to the United States Government that it will use and ultimately dispose of any hazardous property purchased under this Solicitation of Offers in accordance with all applicable Federal, State, Local, and International laws and regulations and in a manner safe for the public and the environment. The Government cautions that the subject item(s) have or may have one or more components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties.

f. HEALTH WARNING. As part of this solicitation, a specific detailed Materials Safety Data Sheet has been provided. This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully prior to submitting an offer. All that use, handle, transport, and/or store this material should review this data sheet carefully. Guidance in these documents should be adhered to and communicated to all involved.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Termination for Cause

a. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractors fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurance of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not sold, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

b. If the Government terminates the Purchaser for cause, it may subsequently resell the product for the Purchaser's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Purchaser the difference between the contract price and the price obtained on resale as actual damages. In no event will the Purchaser be refunded any monies due to the Government obtaining a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the product within 12 months, the Purchaser may be held liable for the full contract price.

G.2 Disputes

This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613) (the Act). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause of FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of the contract, pending final resolution of any dispute arising under the contract.

G.3 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.

G.4 Protests

a. Protests that are filed directly with the Defense Energy Support Center and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

**ATTN: DENNIS STANLEY, DESC-CPB RM 4729
DEFENSE ENERGY SUPPORT CENTER (DESC)
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6222**

b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

G.5 Excusable Delays

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

G.6 Modification

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. The DESC Contracting Officer must make all modifications to the contract in writing; the Ordering Officer may modify Orders.

G.7 Officials Not to Benefit

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

G.8 Covenant Against Contingent Fees

a. The Offeror warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this Paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this Paragraph, means a person, employed by a Offeror and subject to the Offeror's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this Paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper influence," as used in this Paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H – DEFINITIONS

As used throughout this solicitation, the following terms shall have the meaning set forth below:

a. The term "Contracting Officer" means a US Government person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

b. The term "Offeror" or "Purchaser" herein means Contractor.

(This SECTION is to be completed and returned with your offer)

SECTION I – CERTIFICATIONS

I.1 Taxpayer Identification Number (TIN):

a. TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

I.2 Contingent Fee Representation and Agreement

a. Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror: (NOTE: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term bona fide employee, See **SECTION G.8 – Covenant Against Contingent Fees**)

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when Subparagraph **a.(1)** or **a.(2)** is answered affirmatively, to promptly submit to the Contracting Officer–

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same Contracting Officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

I.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters

a. (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals–

(A) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by an Federal agency.

(B) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charges by a governmental entity with, commission of any of the offenses enumerated in Subparagraph (a)(1)(i)(B) of this provision.

(ii) The Offeror [] has, [] has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous by reason of changed circumstances.

c. A certification that any of the items in Paragraph a. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required in Paragraph a. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

e. The certification in Paragraph a. of this provision is material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I.4 Barge Free Time and Demurrage Charges

a. Unless the offeror indicates otherwise, free time will be unlimited.

DEMURRAGE BEYOND FREE TIME

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>
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Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Purchaser normally allows the regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Purchaser normally charges its regular customers, whichever is lower.

UNLESS PURCHASER INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED

I.5 Transport Truck and/or Truck and Trailer Free Time and Detention Rates

a. Upon arrival of Contractor's transport truck and trailer, the selling activity shall promptly designate the loading point from which the fuel will be obtained. Contractor will be paid for detention beyond free time for delays caused by the Government. **A minimum of one hour free time is required.**

(1) Free time for loading a transport truck, or truck and trailer in excess of one hour _____.

(2) Rate for detention beyond free time: _____.

b. Unless the offeror indicates otherwise, free time will be unlimited. Detention costs do not apply to tank wagons. Detention costs will be the sole responsibility of the activity incurring them. Any invoice for detention costs will be forwarded directly to the activity receiving the product.

c. Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Purchaser normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Purchaser normally charges its regular commercial customers, whichever is lower.

I.6 Certification for Intended Use of Purchased Product

a. Offeror certifies that it intends to use or resell the product for non-taxable purposes as defined in 26 U.S.C. S4041 and not for highway motor vehicles.

b. Offeror certifies that intended use of this product is:

_____.

c. Offeror certifies that product purchased under this solicitation will not be resold to the US Government.

(Offeror's Signature)

I.7 Certification for Letter of Credit/Cashier's Check (Optional)

Reference **SECTION D.6 – Letter of Credit** and **D.7 – Cashier's Check (Optional)**. Offeror must initial one of the following:

(1) Purchaser elects to provide a Letter of Credit in accordance with **SECTION D.6** _____ (*initial*); or

(2) Purchaser elects to pay for product by certified or cashier's check in accordance with **SECTION D.7** _____ (*initial*).

SECTION J – EXHIBITS**J.1 EXHIBIT A – Solicitation/Contract for Sale of Product****J.2 EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95****J.3 EXHIBIT C – Material Safety Data Sheets****J.4 EXHIBIT D – Sample – Irrevocable Standby Letter of Credit****J.5 EXHIBIT E – Information for Submitting Pricing for ON-LINE FEATURED AUCTION****J.6 EXHIBIT F – Fuel Oil Burner #6 – Sample #FS6-130 Results**

SOLICITATION/CONTRACT FOR SALE OF PRODUCT

OFFEROR TO COMPLETE

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER SP0600-		PAGE 1 of 2	
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Purchaser below identified. The Government agrees to sell and the Purchaser agrees to buy the material described below in accordance with the terms and conditions of SP0600-01-R-0010 , incorporated herein by reference.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (Offered)	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	FUEL OIL, RECLAIMED (FOR) LOCATION: Fleet and Industrial Supply Center (FISC) Norfolk, Virginia (Craney Island) ISSUE TANK – Storage Tank 17 FOB ORIGIN – (Contractor furnished Barge) OFF LOAD MECHANISM: a. Contractor furnished barge Monday – Friday. Arrival should be slated for 0800 hours. Transfer of fuel must be completed no later than 1600. Any Overtime charges incurred for later delivery will be borne by the Contractor. b. Pier Connection 6-Inch c. Line Size: Varies 4-inch to 10-inch d. Water at face of dock at low tide: 32 ft. e. Government Owned Pier REMOVE FUEL NOT LATER THAN: <u>29 DECEMBER 2000</u>	300,000 (Estimated)	USG	\$ _____	\$ _____
0002	DIESEL FUEL (DF 2) LOCATION: Hill AFB, UT ISSUE TANKS – 10808; 10860 and 10864 FOB ORIGIN – (Contractor furnished Tank Trucks) OFF LOAD MECHANISM: a. Contractor -owned tank trucks between the hours of 1500 – 2100 , Monday – Friday. Sat/Sun possible with one week prior notice. b. Standard 3 Inch hoses and couplers required on trucks to fit Government's 3 inch hoses at site. c. Pass and ID required for all Contractor personnel and vehicles. Request a list of drivers names; SSN #s; License #s and Name of Transport Company be furnished with the offer or within two days after Contract award to expedite issuance of pass(es). REMOVE FUEL NOT LATER THAN: <u>15 JANUARY 2001</u>	495,000 (Estimated)	USG	\$ _____	\$ _____
EXECUTION BY PURCHASER			EXECUTION BY GOVERNMENT		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY: DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD STE 4950 FORT BELVOIR VA 22060-6222		DATE:
NAME OF PURCHASER					
ADDRESS (Street, City, State & Zip Code) (Type or Print) Phone: _____ FAX: _____ E-Mail: _____			NAME AND TITLE OF CONTRACTING OFFICER Contracting Officer DESC-PLC (Signature) (Agency)		
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print NAME and TITLE under signature) _____ (Signature)			KATHRYN R. RISO Contracting Officer Ground Fuels Division II Direct Delivery Fuels		

SOLICITATION/CONTRACT FOR SALE OF PRODUCT

OFFEROR TO COMPLETE

ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY OFFERED	UNIT	UNIT PRICE	TOTAL AMOUNT
0003	Fuel Oil, Burner No. 6 LOCATION: DLA Defense Supply Center 20 th & Johnson Street Philadelphia, PA ISSUE TANK: #135 SAMPLE: #FS6-130 OFF LOAD MECHANISM: a. Contractor-owned tank trucks between the hours of 0800-1500 Monday-Friday. b. Several underground tanks are connected and the entire volume will be off loaded from a single hook-up. Tanks 2, 3, 4, 5, and 135 c. See Government test results at Exhibit F REMOVE FUEL NOT LATER THAN: <u>29 DECEMBER 2000</u>	266,487 (Estimated)	USG	\$_____	\$_____

NOTE: PAYMENT ADDRESSES are noted for each item in the Solicitation at D.4. Contractors will provide a DD250 or DD250-1 receiving document to the activity for signed verification of actual quantity delivered. As noted in paragraph D.1, when payment is made it will be submitted with a copy of this document.

SPECIFICATION MIL-F-24951B (SA)

Not Measurement Sensitive

MIL-F-24951B (SA)
10 FEBRUARY 1995
SUPERSEDING
MIL-F-24951A (SA)
17 NOVEMBER 1993

MILITARY SPECIFICATION

FUEL OIL RECLAIMED

This specification is approved for use by the Department of the Navy and is available for use by all Departments and Agencies of the Department of Defense.

1. SCOPE

1.1 Scope. This specification covers Fuel Oil, Reclaimed (Stock Number NSN 9140-01-068-6903) which is produced as a product of Navy reclamation operations (product use is described in 6.1).

2. APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 Standards. The following standards form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto, cited in the solicitation.

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be of use in improving this document should be addressed to Commanding Officer, Navy Petroleum Office, 8725 John J. Kingman Road, Suite 3719, Fort Belvoir, VA 22060-6222, by using the self-addressed Standardization Document Improvement Proposal (DD Form 1426) appearing at the end of this document or by letter.
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AMSC N/A

FSC 9140

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

STANDARDS

FEDERAL

FED-STD-313 - Material Safety Data Sheets

SPECIFICATION MIL-F-24951B (SA)

FED-STD-791 - Lubricants, Liquid Fuels, and Related
Products; Methods of Testing

MILITARY

MIL-STD-105 - Sampling Procedures and Tables for
Inspection by Attributes

MIL-STD-290 - Packaging of Petroleum and Related Products

Unless otherwise indicated, copies of Federal and Military specifications, standards and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building #4, Section D, Philadelphia, PA 19111-5094.

2.2 Non-Government Publications. The following documents form a part of this specification to the extent specified herein. The issues of the documents which are indicated as DOD adopted shall be the issue listed in the current DODISS and the supplement thereto, if applicable.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- D 88 - Saybolt Viscosity
- D 93 - Flash Point by Pensky-Martens Closed Tester,
Test Method For (DOD adopted)
- D 97 - Pour Point of Petroleum Oils, Test Method For
(DOD adopted)
- D 129 - Sulfur in Petroleum Products (General Bomb
Method), Test Method For (DOD adopted)
- D 287 - API Gravity of Crude Petroleum and Petroleum
Products (Hydrometer Method), Test Method For
(DOD adopted)
- D 396 - Standard Specification for Fuel Oils
- D 445 - Kinematic Viscosity of Transparent and Opaque
Liquids (and the Calculation of Dynamic
Viscosity), Test Method For (DOD adopted)
- D 473 - Sediment in Crude and Fuel Oils by Extraction
- D 482 - Ash from Petroleum Products, Test Method For
(DOD adopted)

SPECIFICATION MIL-F-24951B (SA)

- D 808 - Standard Test Method for Chlorine in New and Used Petroleum Products (Bomb Method)
- D 1796 - Water and Sediment in Fuel Oils by Centrifuge Method (Laboratory Procedure)
- D 4057 - Standard Method of Sampling Petroleum and Petroleum Products (manual) (DOD adopted)
- D 4177 - Standard Method of Sampling Petroleum and Petroleum Products (automatic) (DOD adopted)
- E 29 - Recommended Practice for Indicating Which Places of Figures Are to Be Considered Significant in Specified Limiting Values (DOD adopted)

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.)

ENVIRONMENTAL PROTECTION AGENCY (EPA)

Title 40 Code of Federal Regulations (CFR) part 266 - Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities

Title 40 Code of Federal Regulations (CFR) part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

(Application for copies of the above CFR documents should be addressed to the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.)

(Non-Government standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents also may be available in or through libraries or other information services.)

2.3 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein (except for related associated detail specifications or specification sheets), the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

SPECIFICATION MIL-F-24951B (SA)

3. REQUIREMENTS

3.1 General. Requirements contained herein are not subject to corrections for tolerance of test methods. If multiple determinations are made by the inspecting laboratory, average results will be used except for those test methods where repeatability data are given. In those cases, the average value derived from the individual results that agree within the repeatability limits given may be used at the discretion of the inspection authority, provided an indication is given of the total number of results obtained and the number falling outside the repeatability limits. For purposes of determining conformance with each requirement, an observed value or calculated value shall be rounded off "to the nearest unit" in the last right-hand place of figures used in expressing the limiting value, in accordance with the rounding-off procedures given in ASTM E 29.

3.2 Material. Fuel Oil, Reclaimed shall consist of a mixture of distillates and residual fuel and may contain used lubricants or other used oil products. The product must be in conformance with 40 CFR 266 for On-Specification Used Oil Fuel to meet the requirements of Fuel Oil, Reclaimed. A product that is subject to regulation as a hazardous waste or that is mixed with a hazardous waste does not meet the requirements of this specification.

3.2.1 Additives. The additives listed herein may be present singularly or in combination as a result of different fuel sources.

3.2.1.1 Stabilizer Additives. Fuel Oil Stabilizer Additive, conforming to DOD-A-24682 (and listed in the current QPL-24682, may have been blended into the original distillate fuel for additional protection against deterioration at a dosage up to 100 milligrams per liter (37.9 grams/100 gallons (U.S.) or 35 pounds/ 1,000 barrels).

3.2.1.2 Antioxidants. An approved antioxidant may have been blended into the original jet fuel to prevent the formation of gums and peroxides after manufacture. The concentration of the antioxidant may range from 17.2 mg to 24 mg of active ingredient per liter of fuel (6.0 to 8.4 lb/1000 barrels). The following antioxidant formulations are approved:

- a. 2,6-di-tert-butyl-4-methylphenol
- b. 6-tert-butyl-2,4-dimethylphenol
- c. 2,6-di-tert-butylphenol
- d. 75 percent minimum-2,6-di-tert-butylphenol 25 percent maximum tert-butylphenols and tri-tert-butylphenols
- e. 72 percent minimum 6-tert-butyl-2,4-dimethylphenol 28

percent maximum tert-butyl-methylphenols and tert-butyl-dimethylphenols

SPECIFICATION MIL-F-24951B (SA)

3.2.1.3 Metal Deactivator. A metal deactivator, N,N-disalicyclidene-1, 2 propanediamine may have been blended into the original fuel in an amount not to exceed 5.8 milligrams of active ingredient per liter of fuel (2.2 grams/100 gallons (U.S.) or 2 lb/1,000 barrels).

3.2.1.4 Ignition Improver. Ignition Improver additives may have been added to the original fuel to raise the ignition quality of the fuel. The following additives are approved:

Amyl Nitrate (mixed primary nitrates)
Hexyl Nitrate (N-Hexyl Nitrate)
Cyclohexyl Nitrate
N-Octyl Nitrate

3.3 Chemical and Physical Requirements. The fuel shall conform to the physical and chemical requirements specified in Table I. The values provided for variability unless otherwise stated.

TABLE I. CHEMICAL AND PHYSICAL REQUIREMENTS.1/2/

Characteristics	Requirements	FED-STD-791 Test Method	ASTM Test Method
Flashpoint, °C (min.)	38		D 93
Explosiveness, % (max.)	50	1151.1	
Water & Sediment, % (max.)	2.0		D 1796
Sediment, % (max.)	0.5		D 473
Density (API Gravity @ 60°C)	(25-40)		D 287
Viscosity at 40°C, Cst	2.0 - 15.0		D 445
Viscosity at 50°C, SU	30 - 90		D 88
Pour Point, °C (max.)	-6.7		D 97
Neutrality	Neutral	5101	----
Sulfur content, % (max.)	2.0		D 129
Sulfated Ash, % (max.)	0.15		D 482
Trace metals, ppm (max.)			
Arsenic	5		3040*/3050
Cadmium	2		EPA SW-846
Chromium	10		and
Lead	100		proposed
			method for
			evaluating
			solid
			waste
Total Halogen ^{3/}	1000 ppm		ASTM D 808-87

SPECIFICATION MIL-F-24951B (SA)

* Recommended only for non-sedimentaceous oils.

1/ In the U.S., limits for sulfur, metals, halogens, PCBs or other constituents shall be as specified or as regulated by EPA, State or local regulations where the fuel is to be burned, whichever is more restrictive. In foreign countries the sulfur limit shall conform to the limit established in the Status of Forces Agreement.

2/ Requirements may vary in accordance with changes in Federal, State and local environmental regulations and with specific user equipment requirements.

3/ Fuel Oil, Reclaimed is intended to be managed as an On-Specification Used Oil Fuel under this specification in accordance with regulations for Used Oils provided by 40 CFR 266. Fuel Oil, Reclaimed containing more than 1,000 ppm total halogens is presumed to be a hazardous waste and is not acceptable for use under this specification. This presumption can be rebutted by demonstrating that the oil does not contain significant concentrations of hazardous waste, in which case the oil is acceptable for use under this specification and can be managed as a Used Oil Fuel under 40 CFR 266. Fuel Oil, Reclaimed containing more than 4,000 ppm total halogens that is not a hazardous waste is regulated as an Off-Specification Used Oil Fuel under 40 CFR 266.

3.4 Regulatory Requirements. Because Fuel Oil, Reclaimed is a product of a mixture of a variety of oils, the product is subject to regulation by 40 CFR 266, Subpart E. Generators, suppliers and users of Fuel Oil, Reclaimed are also subject to applicable environmental regulations in 40 CFR 266.

4. QUALITY ASSURANCE PROVISIONS

4.1 Responsibility. Unless otherwise specified in the contract or purchase order, the Navy is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the Navy may use its own or any other facilities suitable for the performance of the inspection requirements specified herein.

4.2 Bulk Lot. Bulk lot shall be considered an indefinite quantity of a homogeneous mixture of material offered for acceptance in a single isolated container.

SPECIFICATION MIL-F-24951B (SA)

4.3 Homogeneity. The homogeneity of the product will be determined by measuring density (API Gravity) using ASTM Test

4.4

4.5 Method D 287. Lots will be considered homogeneous if the determinations for the upper, middle and lower samples do not vary from the average by more than 0.5 for API Gravity.

4.4 Sampling.

4.4.1 Sampling for Tests. Samples for tests shall be taken in accordance with ASTM D 4057 or 4177. Samples shall be tested in accordance with Table I and 4.5. Upper, middle and lower samples will be taken as described in ASTM D 4057 or 4177. Samples may be composited to a single sample if the lot is homogeneous. If the lot is not homogeneous, specification tests will be performed separately on the upper, middle and lower samples.

4.5 Inspection. Inspection shall be performed in accordance with method 9601 of FED-STD-791.

4.6 Test Reports. Test data shall be reported in the same order as listed in Table I.

5. PREPARATION FOR DELIVERY

5.1 Packaging, Packing and Marking. Packaging, packing and marking shall be in accordance with MIL-STD-290. The level of packaging, level of packing, type, and size shall be as specified (see 6.2.1).

SPECIFICATION MIL-F-24951B (SA)

6. NOTES

6.1 Intended Use. Fuel Oil, Reclaimed can be used as a substitute for ASTM D 396 either directly or as a blend in stationary fuel-burning furnaces for heating buildings, for the generation of steam or other purposes.

6.2 Navy Responsibilities. The Navy is responsible for assuring that the Fuel Oil, Reclaimed meets all the requirements listed in Table I.

6.3 User Responsibilities. The user is responsible for any on-site blending and all operational or equipment modifications necessary to assure that the Fuel Oil, Reclaimed is burned in a safe, efficient and environmentally sound manner as specified in MO-911, "Utilization of Navy Generated Waste Oils as Burner Fuel."

6.4 Subject Term (Keyword) Listing.

Shore Boiler Fuel
F.O.R.
Fuel
Recycle Fuel
Reclaimed Oil

6.5 Changes from Previous Issue. Marginal notations are not used in this revision to identify changes with respect to the previous issue due to the extensiveness of the changes.

6.6 National Stock Number. The following National Stock Number has been assigned to the fuel covered by this specification:

Gallon (COG 1B Item) 9140-01-068-6903

Custodians:
Navy - SA

Preparing Activity:
Navy - SA
(Project 9140-N107)

Review Activities:
Navy - YD, MC, CG
DLA - PS

MATERIAL SAFETY DATA SHEETS

MATERIAL SAFETY DATA SHEET

Fleet and Industrial Supply Center
Manchester Fuel Department
Building 467
Bremerton, WA 98314-5100
(206) 476-2135

Date:

PRODUCT NAME: FUEL OIL, RECLAIMED (FOR)

CHEMICAL DESCRIPTION: A BLEND OF VARIOUS PETROLEUM FUELS AND USED LUBRICATING OILS

CHEMICAL FAMILY: PETROLEUM HYDROCARBONS

DOT PROPER SHIPPING NAME: COMBUSTIBLE LIQUID, N.O.S (PETROLEUM HYDROCARBONS)

UN/NA NUMBER: NA1993

DOT HAZARD CLASS: COMBUSTIBLE LIQUID

COMPOSITION COMMENT: THIS MATERIAL IS A BLEND OF DIESEL FUEL, MILITARY AVIATION FUELS (JP4, JP5, JP8) AND VARIOUS USED LUBRICATING AND ENGINE OILS. THE PRODUCT MAY CONTAIN THE FOLLOWING COMPONENTS:

PETROLEUM HYDROCARBONS	APPROX. 100%
TRIMETHYL BENZENE (CAS # 25551-13-7)	< 0.1%
NAPHTHALENE HYDROCARBONS (CAS # 91-20-3)	< 0.1%
BENZENE (CAS # 71432)	< 0.1%
XYLENES (CAS # 1330-20-7)	< 0.1%

(List is not all inclusive. Other components may be present)

PHYSICAL DESCRIPTION: dark brown oily liquid, petroleum odor

pH: NA

VAPOR PRESSURE: unknown

VAPOR DENSITY: unknown

BOILING POINT: unknown

POUR POINT: < -7 deg. C

SOLUBILITY: insoluble in water, completely soluble in oil

SPECIFIC GRAVITY: 0.83-0.90

EVAPORATION RATE: unknown

VISCOSITY: 2.0-15 centistokes @ 40 deg. C

PERCENT VOLATILE: unknown

STABILITY AND REACTIVITY:

MATERIAL SAFETY DATA SHEETS

Disclaimer of Liability

The information in this MSDS was obtained from sources which we believe are reliable. HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING IT'S CORRECTNESS.

The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS, OR DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HANDLING, STORAGE, USE OR DISPOSAL OF THE PRODUCT.

This MSDS was prepared and is to be used only for this product. If the product is used as a component in another product, this MSDS information may not be applicable.

MATERIAL SAFETY DATA SHEETS

For fires involving this material; do not enter any enclosed or confined fire space without proper protective equipment. This may include self-contained breathing apparatus to protect against the hazardous effects of normal products of combustion or oxygen deficiency. Cool tanks and containers exposed to fire with water.

COMBUSTION PRODUCTS:

Normal combustion forms carbon dioxide and water vapor; incomplete combustion can produce carbon dioxide.

FIRST AID MEASURES

EYE: No first aid procedures are required. However, as a precaution, flush eyes with fresh water for 15 minutes. Remove contact lenses, if worn.

SKIN: Remove contaminated clothing. Wash skin thoroughly with soap and water. See a doctor if any signs or symptoms described in this document occur. Discard contaminated non-waterproof shoes and boots. Wash contaminated clothing.

INGESTION: If swallowed, give water or milk to drink and telephone for medical advice. DO NOT make person vomit unless directed to do so by medical personnel. If medical advice cannot be obtained, then take the person to nearest medical emergency treatment center or hospital.

INHALATION: Move the person to fresh air. For respiratory distress, give air, oxygen, or administer cardiopulmonary resuscitation (CPR) if necessary. If effects continue, see a doctor.

NOTE TO PHYSICIANS: Ingestion of this product or subsequent vomiting can result in aspiration of light hydrocarbon liquid which can cause pneumonitis.

Eliminate all sources of ignition in the vicinity of spill or released vapor. Contain spill.

Clean up spills immediately, observing precautions in Exposure Controls/ Personal Protective Equipment section. This material is considered to be a water pollutant and releases of this product should be prevented from contaminating soil and water and from entering drainage and sewer systems. Clean up small spills using appropriate techniques such as sorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Follow prescribed procedures for reporting and responding to larger releases. The spilled material and any water or soil which it has contacted may be hazardous to animal/aquatic life.

Regulations require reporting spills of this material that could reach any surface waters. The toll free number for the U. S. Coast Guard National Response Center is 1-800-424-8802. Comply with all applicable laws and regulations for reporting spills and disposing of spilled or cleaned up material.

MATERIAL SAFETY DATA SHEETS

CARCINOGENICITY: This product contains a mixture of petroleum hydrocarbons called middle distillates (boiling between 380F and 700F). Toxicology data developed on some middle distillates found that they caused positive responses in some mutagenicity tests and caused skin cancer when repeatedly applied to mice over their lifetime. This product may contain some middle distillates found to cause those adverse effects.

PERSONAL PROTECTIVE EQUIPMENT

EYE/FACE PROTECTION: No special eye protection is usually necessary. Eye protection is highly recommended in conditions where petroleum is being misted.

SKIN PROTECTION: Avoid contact with skin or clothing. Skin contact should be minimized by wearing protective clothing or gloves.

RESPIRATORY PROTECTION: No special respiratory protection is normally required. However, if operating conditions create high airborne concentrations, the use of an approved respirator is recommended.

ENGINEERING CONTROLS: Use this material only in well-ventilated areas.

OTHER HYGIENIC PRACTICES: Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet facilities. Remove soiled clothing and launder before re-use.

FLAMMABLE PROPERTIES:

FLASH POINT (ASTM D93): 100-200 Deg F

AUTO IGNITION: Approx. 495F (Based on NFPA "Fuel Oil No. 2")

FLAMMABILITY LIMITS (% by volume in air): Lower: approx. 0.8 Upper: approx. 7.5 (Based on NFPA "Fuel Oil No. 2")

EXTINGUISHING MEDIA: CO2, Dry Chemical, Foam and Water Fog

HANDLING AND STORAGE: DO NOT USE OR STORE near flame, sparks or hot surfaces. USE ONLY IN WELL VENTILATED AREA.

FIRE AND EXPLOSION HAZARDS: Moderately combustible. When heated above the flash point, this material will release flammable vapors which if exposed to an ignition source can burn in the open or be explosive in confined spaces. Mists or sprays may be flammable at temperatures below the normal flash point.

FIRE FIGHTING INSTRUCTION:

Liquid evaporates and forms vapor that can catch fire and burn with explosive violence. Invisible vapor spreads easily and can be set on fire by many sources such as pilot lights, welding equipment, and electrical motors and switches.

MATERIAL SAFETY DATA SHEETS

HAZARDOUS DECOMPOSITION PRODUCTS: unknown

CHEMICAL STABILITY: Stable

CONDITIONS TO AVOID: No data available

INCOMPATIBILITY WITH OTHER MATERIALS: May react with strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

HAZARDOUS POLYMERIZATION: Polymerization will not occur.

SUMMARY OF HAZARDS

- COMBUSTIBLE LIQUID

- HARMFUL OR FATAL IF SWALLOWED-CAN ENTER THE LUNGS AND CAUSE DAMAGE

- CAUSES SKIN IRRITATION UPON PROLONGED OR REPEATED CONTACT

ACUTE HAZARDS: Liquid, mist or vapor contact can irritate eyes, skin, and the respiratory and digestive tracts.

EYE: This substance is not expected to cause prolonged or significant eye irritation.

SKIN: This substance is a moderate skin irritant so contact with the skin could cause prolonged (days) injury to the affected area. The degree of injury will depend on the amount of material that gets on the skin and the speed and thoroughness of the first aid treatment. Prolonged or repeated contact with this material may result in skin absorption and produce toxic effects.

INGESTION: This material can irritate the mouth, throat, and stomach and cause nausea, vomiting, diarrhea and restlessness. Because of the low viscosity of this substance, it can directly enter the lungs if it is swallowed. (This is called aspiration). This can occur during the act of swallowing or when vomiting the substance. Once in the lungs, the substance is very difficult to remove and can cause severe injury to the lungs and death.

INHALATION - primary route: Exposure can cause irritation to the nose, throat and lungs. Prolonged breathing of vapors can cause central nervous system effects (dizziness, loss of coordination, coma and death) depending on the concentration/duration of exposure.

SIGNS AND SYMPTOMS OF EXPOSURE:

SKIN - primary route: Moderate skin irritation can occur upon short term exposure. Symptoms may include pain or a feeling of heat, discoloration, swelling and blistering.

INHALATION: Central nervous system effects may include one or more of the following: headache, dizziness, loss of appetite, weakness and loss of coordination.

CHRONIC EFFECTS:

Exposure to this material may cause cardiac sensitization. Long term tests show that similar petroleum distillates have produced skin, liver, and kidney tumors in laboratory animals. Avoid prolonged or repeated contact. Potential reproductive hazard.

Personnel with pre-existing central nervous system disease, skin disorders, or chronic respiratory diseases should avoid exposure to this product. Reports in the literature conclude that long-term exposure to jet fuels may result in changes in 1) the incidence and prevalence of psychiatric symptoms 2) psychological tests and 3) EEGs. These studies were conducted in specific work situations where there were exposures to jet fuels.

SAMPLE – IRREVOCABLE STANDBY LETTER OF CREDIT

(NOTE: FORM MY VARY, SUBSTANCE MAY NOT)
PROVIDE COPY OF EXHIBIT A- SOLICITATION/CONTRACT FOR SALE OF PRODUCT TO YOUR BANK

BANK LETTERHEAD

IRREVOCABLE STANDBY LETTER OF CREDIT

TO: ATTN: GROUND FUELS DIVISION II, DIRECT DELIVERY FUELS, CONTRACTING OFFICER
DEFENSE ENERGY SUPPORT CENTER (DESC)-PLC
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6220

EFFECTIVE DATE: _____
AMOUNT OF LETTER OF CREDIT: \$ _____
CONTRACTOR: _____
CONTRACT NUMBER: SP0600- _____
LETTER OF CREDIT NUMBER: _____

To Whom It May Concern:

We hereby establish our "Irrevocable Standby Letter of Credit" in your favor, available by your draft/s at sight, drawn on (Name of Bank issuing this Standby letter of Credit) accompanied by a manually signed statement that the signer is "an authorized representative of the Defense Energy Support Center", and one or both of the following statements:

a. "I hereby certify that the United States Government has delivered product under the terms of Contract Number SP0600-_____ and that (Contractor) has not paid under the terms of that contract, and as a result owes the Government \$_____."

b. "I hereby certify that (Contractor) has failed to take delivery of product under the terms of Contract Number SP0600-_____, and as a result owes the Government \$_____."

Drafts must be presented for negotiations on or before the expiration date of this Letter of Credit, (Expiration Date), at our bank. The Government may make multiple drafts against this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice of Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with the drawers, endorsers and bona fide holders that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for negotiation at our bank on or before the expiration date.

Very truly yours,

(Authorized Signature)

(Typed Name and Title)

INFORMATION FOR SUBMITTING PRICING DURING ON-LINE FEATURED AUCTION
EXHIBIT E

1. FreeMarkets'® Interaction with Offeror. Any and all offeror interaction with FreeMarkets is for the sole purpose of facilitating the Featured Auction and shall not be considered discussions with the offeror within the meaning of FAR Part 15.

a. FreeMarkets will (i) contact each offeror identified by the Contracting Officer to participate in the Featured Auction and (ii) explain the process to the offerors.

b. In order for an offeror to participate in the Featured Auction the offeror must agree with the terms of this solicitation and agree to the on-line auction of prices. The terms and conditions of this solicitation survive the conclusion and/or completion of the Featured Auction.

c. FreeMarkets is an independent contractor with respect to DESC, the offeror and any other participant in the Featured Auction. The offeror agrees to release FreeMarkets from any liability with respect to the Featured Auction or the conduct of any participant in the Featured Auction, regardless of whether such liability arises under contract, tort or any other theory.

d. The offeror shall keep all user names and passwords and other confidential materials provided by FreeMarkets and/or DESC, and all pricing provided by itself or another participant, in confidence and shall not disclose the foregoing to any third party. Offerors shall also keep all software, manuals, and documentation provided by FreeMarkets in confidence and if requested shall return the same to FreeMarkets at the conclusion of the Featured Auction. Offerors shall keep their own pricing confidential until after contract award.

e. The terms and conditions set forth in this Attachment, and in the FreeMarkets Member Agreement, constitute the entire understanding between the offeror and FreeMarkets. By submission of a proposal by the offeror under this solicitation, an independent contractual obligation between FreeMarkets and the offeror is created. Any waiver, modification or amendment of any provisions of these terms and conditions or the License Agreement will be effective only if in writing and signed by FreeMarkets and the offeror, with the consent of the Contracting Officer.

f. Any offeror experiencing difficulties during a Featured Auction must notify FreeMarkets immediately. "Difficulties" include any event or problem that interferes with the offeror's ability to participate in the Featured Auction and may include, but is not limited to: data entry errors, software problems, hardware problems or connectivity problems. Offerors will have five minutes after a Line Item (Lot) goes into "Pending" status to notify FreeMarkets of any problems. If the Contracting Officer judges that any offeror has been disadvantaged by a problem, FreeMarkets will correct the problem and may return the Line Item (Lot) to "Open" status.

2. Training of Offerors.

a. Training. FreeMarkets will train designated employees of each offeror in telephonic training sessions using real time "mock" auctioning to familiarize the offerors' with the on-line auctioning system.

EXHIBIT E

b. Trained or Certified Offerors. An employee of an offeror who successfully completes the training provided by FreeMarkets pursuant to Paragraph 2.a. shall be designated by FreeMarkets as a "Trained Offeror" or "Certified Offeror." Only trained or Certified Offerors may participate in a FEATURED AUCTION. The Contracting Officer reserves the right to request that offerors provide an alternative offeror employee to become a Trained or Certified Offeror. The Contracting Officer also reserves the right to remove the "Trained Offeror" or "Certified Offeror" designation from any Trained or Certified Offeror who fails to abide by the terms and conditions of this solicitation, and/or the FreeMarkets' Member Agreement.

3. Conduct of the Featured Auction. For the preparation and conduct of each Featured Auction, FreeMarkets will provide staff and equipment from its Global Market Operations Center ("GMOC") located at FreeMarkets' facility in Pittsburgh, Pennsylvania, USA, or at such other location determined by the Contracting Officer, to handle all Featured Auction related activities as follows:

a. Load all relevant Featured Auction and technical parameters provided by DESC into the on-line auctioning system;

b. Ensure that only Trained or Certified Offerors, designated DESC, Department of Defense (DoD) or Government personnel have access to appropriate Featured Auction information;

c. Authenticate the identities of all Trained or Certified Offerors and designated DESC personnel involved in the Featured Auction and maintain password security within the on-line auctioning system;

d. Maintain the GMOC for Trained or Certified Offerors and designated DESC personnel to call with questions or technical problems before, during, or within a reasonable time after the Featured Auction;

e. Establish and maintain a secure virtual private network;

f. Respond in a timely fashion to Trained or Certified Offeror issues with software or connectivity;

g. Conduct procedures for ensuring that Trained or Certified Offerors are prepared and present on the day of the Featured Auction;

h. Communicate any changes or adjustments to all Trained or Certified Offerors; and

i. Respond to Trained or Certified Offeror problems that might prevent participation using a secure "surrogate bidding" system.



SGS Redwood Services
A Division of SGS Control Services Inc.

151 James Drive West
St. Rose, LA 70087
Tel: (504) 469-6401
Fax: (504) 463-3301

Analyst's Report

(Page 1 of 2)

Client: DEFENSE ENERGY SUPPORT CENTER
Product: Fuel Oil Burner #6

Report No: 4937
SGS File No: 611222

LIMS No: 4937 - 14099
Sample Description: Sampled on 21-Nov-2000
Sample Label: DLA DEFENSE SUPPLY CENTER
20TH & JOHNSON
PHILADELPHIA, PA
TANK # 135
SAMPLE # FS6-130

Lab No: P02006979



<u>METHOD</u>	<u>TEST</u>	<u>RESULT</u>
ASTM D 5808	Total Chloride	16 ppm-wt
→ ASTM D 473	Sediment by extraction	0.018 Wt-%
ASTM D 4294	Total sulfur content	0.0460 wt%
ASTM D 482	Ash from petroleum products	
	Ash	0.016 mass %
	Mass of sample taken	11.1 g
→ ASTM D 95	Water by distillation	0.20 vol%
→ ASTM D 93	Flashpoint, PMCC	>230 °F
GC	PCB's	<2 mg/kg
ASTM D 97	Pour Point	3 °C
ICP	Arsenic	<0.1 ppm-wt
ICP	Cadmium	<0.1 ppm-wt
ICP	Chromium	<0.1 ppm-wt
ICP	Lead	0.4 ppm-wt
→ ASTM D 445	Kinematic Viscosity at 100°C	38.47 cSt

11-22-00 23:23 OUT

Analyst: ST

Date: November 23, 2000

28 Nov 00

NOTE: Above Sulfur Content is corrected to read: 0.46%

Precision parameters apply in the determination of above test results. Also refer to ASTM D 3244-77/83, IP 367 and appendix E of IP standard methods for analysis and testing for utilization of test data to determine conformance with specifications.

Data printed: 23-Nov-2000

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EXHIBIT F



SGS Redwood Services
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Analyst's Report

(Page 2 of 2)

IMPORTANT: No person should accept, use or rely upon SGS-CSI documents or the information contained in them without understanding all of the details of the engagements under which they were issued. SGS-CSI conducts inspection, testing, and quantity and quality control services pursuant to agreements with and instructions from its clients ("Services"). In the course of performing such Services, SGS-CSI develops information ("Information") and generates documents such as reports and certificates ("Documents"). By accepting, using or relying upon such Information or Documents, the client for whom the services are performed, and any person who relies upon the information or the Documents, agree to the following terms and conditions.

1. Any use of or reliance upon the Information or the Documents by the clients is conditioned upon the timely payment of all fees. Client agrees to pay late charges of 1.5% per month on all invoices not paid within 30 days, plus collection costs including attorneys' fees.
2. SGS-CSI does not, by performing Services or by issuing Documents, assume, abridge, abrogate or undertake to discharge any duty or responsibility of the client to any person or entity.
3. SGS-CSI undertakes to perform only the Services agreed upon between SGS-CSI and its client. Neither the title of the Document or the nature of a commodity imply that any particular procedures have been followed or was performed other than as specified in the Document(s).
4. SGS-CSI warrants that it will perform the Services agreed upon with its client in a workmanlike manner. SGS-CSI makes no further warranty of any kind, expressed or implied.
5. Any person accepting, using or relying upon Information or Documents agrees in consideration for SGS-CSI performing the services at the fee charged that the professional liability of SGS-CSI is limited to ten times the amount of fee paid for the Services, or \$25,000, whichever is less.
6. SGS-CSI expressly disclaims liability as an insurer or guarantor. Any client or other person seeking greater protection from loss or damage than is provided for herein should obtain appropriate insurance.
7. Acceptance, use or reliance upon Information or Documents from SGS-CSI shall be governed by the laws of the State where the Services were performed.
8. No person is authorized to waive or modify any of the foregoing terms and conditions orally. Any written waiver or modification must be signed by a senior officer of SGS-CSI Edison, NJ.

Precision parameters apply in the determination of above test results. Also refer to ASTM D 3244-77/83, IP 367 and appendix E of IP standard methods for analysis and testing for utilization of test data to determine conformance with specifications.

Date printed: 23-Nov-2000

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